

**MEETING NOTICE:**  
**PARK BOARD FOR VILLAGE OF WINNECONNE**

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**Monday, April 4, 2016 @ 5:00 p.m. at Village Hall, Annex Location, to consider;**

Call to Order  
Public Participation  
Communication  
Approve Minutes from March 14, 2016 meeting  
Operations Progress:  
    Grounds Update – Mike Cook

**Old Business**

Watercraft Rentals

**New Business**

Wolfrunners Snowmobile Club Parks Use Agreement  
Winneconne Athletic Association Parks Use Agreement  
Robbi Brethouwer Parks Use Permit and Waiver of Rental Fee

**Set next meeting date and adjourn**

Kirk Ruetten  
Public Works Director

Pursuant to WI State Statute 985.02(1)(b); notice is hereby given that Village Board Members may also be present at this meeting for informational purposes.

PARK BOARD MEETING MINUTES

**MONDAY, March 14, 2016 @ 5:30p.m. at Village Hall, Annex Location, to consider;  
Board Members Present:**

1. Ed Fischer	2. Jeanne Lehr
3. Lani Stanek	4. Andy Beiser
5. Dave Reetz (Absent)	6.

**Others Present:**

1. Kirk Ruetten DPW	2. Administrator Mitch Foster
3.	4.
5.	

Call to Order: 5:25 P.M.

Public Participation: None

Communication: None

Approve Minutes from February 15, 2016 meeting

Read Minutes: Motion By: Stanek

Seconded By: Lehr Carried by Voice: 4/0

**Old Business**

**Oshkosh YMCA – Village of Winneconne Relationship:**

- Administrator Foster reviewed the YMCA and Village Contract
- Village attorney has reviewed contract and will except without exhibit A to be approved and added later
- Motioned by Beiser to approved the YMCA contract and go for approval before the Village Board. Seconded by Stanek, carried by voice vote 4/0

**New Business**

**All other new business will wait until April Scheduled Meeting**

**Set next meeting date and adjourn** Next Meeting was set for April 4th at 5:00 P.M.

Motion to adjourn by Lehr / Seconded by Stanek Approved 4 / 0

## **Rental Equipment Agreement, Waiver and Release of Liability Kayaks, Canoe, Paddleboards Equipment**

Boat (Kayak, Canoe/SUP) and Equipment Rental Agreement between the Village of Winneconne and Public herein called, "Lessor," and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Village of Winneconne and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of Kayaking, Canoeing or Paddleboarding Equipment, premises or facilities or Renter's participation in kayaking or paddle sports activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I (Renter) may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of the Village of Winneconne. **Please initial each item and sign below to acknowledge acceptance of this agreement.**

\_\_\_\_\_ Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from the Village of Winneconne. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from the Village of Winneconne.

\_\_\_\_\_ Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.

\_\_\_\_\_ Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Village of Winneconne) the full cost of repair or replacement.

\_\_\_\_\_ Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

\_\_\_\_\_ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking, canoeing and Paddleboarding are activities with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFD's (Lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOATS AND EQUIPMENT.** Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking, canoeing or Paddleboarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**

\_\_\_\_\_ **RELEASE OF LIABILITY:** Renter hereby **RELEASES** Lessor (Village of Winneconne), its owners and its employees from liability for negligence and **HOLDS HARMLESS** the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or

injuries, whether to persons or property, occurring as a result of the rental or use of said boat and/or Equipment.

\_\_\_\_\_ This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said boat(s) or Equipment. The laws of the County of Winnebago and/or the State of Wisconsin shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand the above. I agree to the terms and conditions as stated.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name:

\_\_\_\_\_

Driver's License Number and State:

\_\_\_\_\_

Phone: \_\_\_\_\_ E-mail:

\_\_\_\_\_

Date/s Requested: \_\_\_\_\_ Date returning: \_\_\_\_\_

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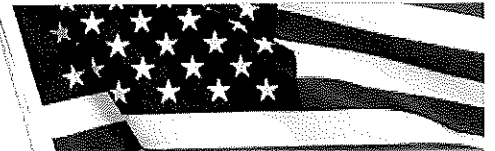
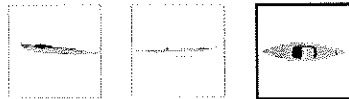
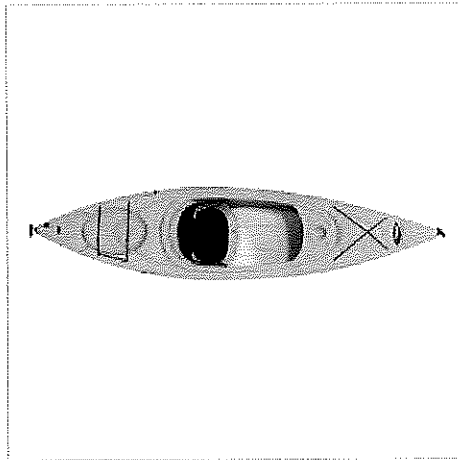
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## PELICAN SUMMIT 100X SIT-IN KAYAK

Online Item #: 0000000216995  
SKU: 100547885

\$249.99

Available in select stores only

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## Description

## More Info

This 10-foot recreational kayak is perfect for first time users and more advanced paddlers thanks to its shallow v-chine hull. This hull type is stable enough to please beginners, but delivers impressive performance and maneuverability as skills improve. It has a sleek design with molded-in cockpit table and plenty of comfort enhancements.

- Length - 10 ft.
- Beam - 28 in.
- Depth - 14 in.
- Cockpit width - 23.6 in.
- Cockpit length - 51.25 in.
- Weight - 35 lbs.
- Max. capacity - 275 lbs.
- Hull material - RAM-X, a multi-layer material exclusive to Pelican, known for its high impact-resistance, its ability to regain its initial shape after violent impacts & its UV-protected exterior finish
- Adjustable footrests
- Adjustable padded backrest with seat pad
- Carrying handles
- Cockpit table with bottle holder
- Elastic bungee cord
- Storage hatch with bungee
- Color - Yellow/White
- Weight: Approximately: 37.4 pounds
- Shipping Dimensions: Approximately 121 x 28.5 x 14 inches. (LTL truck)

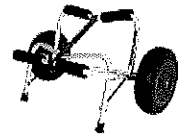
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\$99.99

Malone Clipper Deluxe Kayak Cart



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Attwood Hand-Operated Bilge Pump

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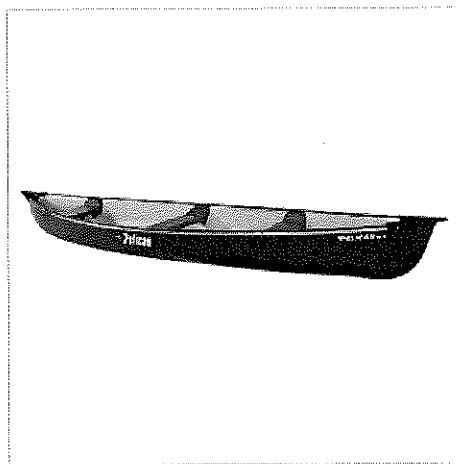
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SKU: 007077456**\$429.99**

Available in select stores only

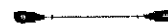


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**Description****More Info**

- 15 ft. 6 in. L x 37 in. W
- 800 lb. capacity
- Weighs 81 lbs.
- RAM-X hull is strong yet lightweight
- Aluminum gunnels with protective sleeves
- Three molded bench seats
- Drink holders
- Bow & stern carrying handles
- Vertical fishing rod holders
- Weight: Approximately: 81 pounds
- Shipping Dimensions: Approximately 194 x 40 x 15 inches. (LTL truck)

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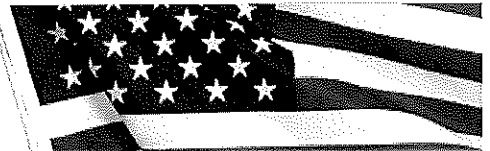
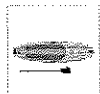
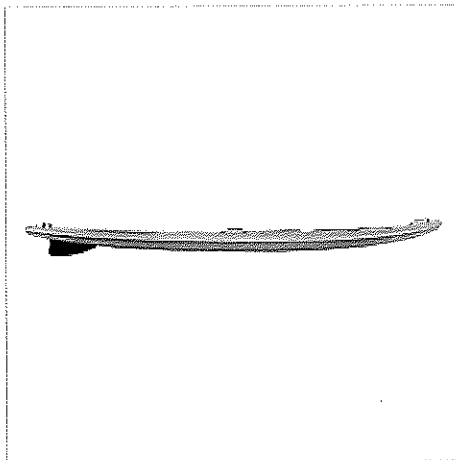
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SKU: 100498547**\$399.99**

Available in select stores only

Like 17**Description****More Info**

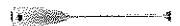
This easy-to-paddle flat water and light surf stand-up paddleboard is designed for superior stability. Ding-resistant construction offers exceptional durability from rocks and other hazards. It's the perfect board for touring and exploring local waterways.

- 120 in. L x 32 in. W x 6 in. H
- Capacity - 230 lbs.
- Weight - 48 lbs.
- RAM-X hull is strong yet lightweight
- 5 in. single rubber fin
- Anti-slip cushioned deck pad for secure footing & comfort
- Integrated rail ramps for additional leverage & better balance
- Elastic bungee cord
- Carrying handles
- Color - Fade Red/Yellow
- Paddle included
- Weight: Approximately: 48 pounds
- Shipping Dimensions: Approximately 126 x 32 x 6 inches. (LTL truck)

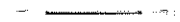
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BB Special Bent  
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Paddle

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Bending Branches  
Loon Paddle

**\$37.99**

Caviness APK Series  
2-Pc. Aluminum  
Kayak Paddle

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PELICAN Vibe 80  
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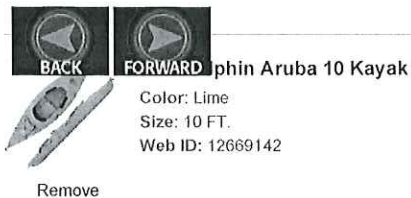
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Product	Delivery	Each	Quantity	Total
 <p><b>Lavika Standard Aluminum Kayak Paddle</b> Color: Orange Size: 84 IN. Web ID: 12974907</p> <p><a href="#">Remove</a></p>	<p><b>Ship to Address</b> Usually ships in 5-10 business days.</p>	\$39.99	<input type="text" value="2"/> <a href="#">Update</a>	\$79.98
 <p><b>Sun Dolphin Scout 14 Canoe</b> Color: Green Size: 14 FT. Web ID: 32953666</p> <p><a href="#">Remove</a></p>	<p><b>Ship to Address</b> Usually ships in 5-10 business days.</p>	\$429.99	<input type="text" value="2"/> <a href="#">Update</a>	\$859.98
 <p><b>Lifetime Freestyle XL 98 Stand-Up Paddle Board</b> Color: Lime Green Size: 9 FT. 8 IN. Web ID: 13222057</p> <p><a href="#">Remove</a></p>	<p><input checked="" type="radio"/> <b>Ship to Address</b> Usually ships in 4-5 business days.</p> <p><input type="radio"/> <b>Pick Up In Store (FREE)</b></p>	\$299.99	<input type="text" value="1"/> <a href="#">Update</a>	\$299.99
<p>\$90 Flat Rate Shipping on Lifetime Kayaks &amp; Paddle Boards!</p>				
 <p><b>Lifetime Freestyle XL 98 Stand-Up Paddle Board</b> Color: Red Confetti Size: 9 FT. 8 IN. Web ID: 13222057</p> <p><a href="#">Remove</a></p>	<p><input checked="" type="radio"/> <b>Ship to Address</b> Usually ships in 4-5 business days.</p> <p><input type="radio"/> <b>Pick Up In Store (FREE)</b></p>	\$299.99	<input type="text" value="1"/> <a href="#">Update</a>	\$299.99
<p>\$90 Flat Rate Shipping on Lifetime Kayaks &amp; Paddle Boards!</p>				
 <p><b>Pelican Boost 100 Kayak</b> Color: Red Size: 10 FT. Web ID: 57806866</p> <p><a href="#">Remove</a></p>	<p><input checked="" type="radio"/> <b>Ship to Address</b> Usually ships in 5-14 business days.</p> <p><input type="radio"/> <b>Pick Up In Store (FREE)</b></p>	\$299.99	<input type="text" value="1"/> <a href="#">Update</a>	\$299.99





**Delivery**  
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Each

Quantity

\$239.99

1

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Codes are case sensitive

Order Subtotal \$2,079.92

Estimated Shipping and Handling ~~\$955.45~~

Free Shipping Eligible! Up to \$15 Shipping Credit.

-\$55.00  
\$90 Flat Rate Shipping on Lifetime Kayaks & Paddle Boards!

Estimated Tax \$0.00

Estimated Order Total \$2,980.37

159.96

**TOTAL = \$2220.25**

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Life Vest**  
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**Field & Stream  
Fishing Life V...**  
\$59.99



**Sun Dolphin  
Aluminum Kayak**  
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**MTI Expedition Life  
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**OMRO BUILDING CENTER INC.**

520 W Huron St

Omro, WI 54963

**Estimate****Date****Estimate #**

2/12/2016

3438

**Name / Address**

Village of Winneconne  
PO Box 488  
Winneconne, WI 54986

**P.O. No.****Rep**

canoe

RWC

Description	Qty	Cost	Total
Ready Crete 60#	4	4.79	19.16
6x6 Treated 12'	2	42.46	84.92
2x6 Treated 08'	4	4.75	19.00
2x6 Treated 10'	3	7.02	21.06
2x6 Treated 12'	4	9.90	39.60
4x8 Treated Plywood 1/2"	3	36.82	110.46
Central States per ft	24	2.55	61.20
19" Ridge Cap 10'6"	1	24.92	24.92
Rake & Corner 10'	2	14.50	29.00
Residential Eave Trim	2	9.69	19.38
1 1/2" Grippers per lb	2	6.93	13.86
1-1/2 pipe	3	20.00	60.00
This is an estimate; prices vary based on market conditions. This is NOT a legally binding contract between parties. Customer is responsible for final quantity.		<b>Total</b>	<b>\$502.56</b>



# VILLAGE OF WINNECONNE

*The Community of Opportunity*

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[www.winneconnewi.gov](http://www.winneconnewi.gov)

## **PARK USE AGREEMENT BETWEEN THE VILLAGE OF WINNECONNE AND WINNECONNE WOLFRUNNERS SNOWMOBILE CLUB.**

An agreement between the Village of Winneconne, WI and the Winneconne Wolfrunners Snowmobile Club (Wolfrunners) a non-profit organization, for the use of an area of land in Arthur Marble Park, and its facilities so that the Wolfrunners can carry out its programs for the community.

### **ARTICLE I – BACKGROUND**

1. The Village of Winneconne (The Village) owns Arthur Marble Park (Marble Park), a park approximately 43.5 parcel located on the west side edge of the Village. Marble Park is home to a four-acre swimming pond, four (4) ball fields (the “Ball Fields”), basketball courts, archery range and toddler/youth playground equipment. Two shelters are available to rent for private use (the “Shelter Facilities”), with the Large Shelter having access to the concession stand. The channel through Marble Park is a favorite fishing location and is bounded on two sides by an improved walking path, which is handicap accessible and has handicap fishing spots.
2. Wolfrunners has a long tradition of positively serving the Winneconne area by providing recreational opportunities through snowmobile activities. These activities are provided entirely by volunteers. Except for normal park maintenance services, there is little cost to the Village in providing these recreational activities to the community.
3. The Village has had a long standing informal agreement with the Wolfrunners to provide the use of the Large Shelter Facility for storage of signage and the availability to mark a trail through Marble Park to access local businesses and neighboring communities and adjacent trail systems. Based on this informal agreement, Wolfrunners has donated a monetary amount in the original construction of the Large Shelter Facility. The general public has enjoyed use of the Shelter Facility when they have not been in use for the Wolfrunners program.
4. The Village and the Wolfrunners have now determined that it is in their mutual best interest to formalize their relationship in regard to the use and maintenance of Marble Park through the preparation and execution of a written agreement.

### **ARTICLE II – PURPOSE OF AGREEMENT**

The purpose of this agreement is to:

1. Provide the terms and conditions under which the Wolfrunners can continue to use the Large Shelter Facility and Mark the trail for snowmobile use.
2. Define operational and maintenance responsibilities.
3. Identify responsibility for costs.
4. Identify a process to provide for improvements and upgrades.

### **ARTICLE III – DURATION OF AGREEMENT**

1. This Agreement shall extend for a term of three (3) years from the date the Agreement is executed by the Parties and shall allow for renewal of this Agreement after said date with approval of both Parties.
2. Prior to the expiration of this Agreement, Wolfrunners may apply to the Village for a renewal or extension. The renewal or extension will be granted only upon the written consent of the Parties, which extension agreement must be executed prior to the expiration of the previous period.
3. The Agreement shall be considered null and void if the Agreement is not renewed after the life of the Agreement.

#### ARTICLE IV – EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

#### ARTICLE V – PERMITTED USES

Wolfrunners use of Large Shelter Facility and grounds is allowed under the following conditions:

1. The Large Shelter Facility, used for storage of signage and events limited to three (3) times per year no longer than two (2) consecutive days in a row. Additionally, the Walking trail, used for the snowmobile trail in the winter, shall be used and occupied by the Wolfrunners only for the purpose of permitted approved activities for the above listed activities. Wolfrunners shall not use or permit the Ball Fields, Shelter Facilities, grounds, and Equipment to be used for any other purpose without prior written approval of the Village of Winneconne Administrator. Wolfrunners is authorized to establish and collect reasonable fees and or donations from tournament teams to offset their maintenance.
2. Prior to April of each year, Wolfrunners will provide the planned schedule Large Shelter usage dates, to the Village of Winneconne Director of Public Works. The Village of Winneconne Director of Public Works retains the right to make adjustments in the facility use based upon those dates, in order to facilitate maintenance and repairs.

#### ARTICLE VI – PERIOD OF USE

1. Use of the Park grounds is limited to the scheduled Fall and early Spring snowmobile season and times described or established above. All use must be concluded by April 15th and any Wolfrunners use beyond that date must be requested and approved in writing by the Village of Winneconne Park Board. Approval of such request will not be unreasonably withheld. Wolfrunners shall not be responsible for maintenance and repair of the Park grounds and trail following the conclusion of the Period of Use.

#### ARTICLE VII – USE BY OTHERS

1. The Village of Winneconne retains the right to allow and approve Ball Field, Shelter Facilities, grounds, and Equipment use by others during the times when Wolfrunners is not scheduled to use the Shelter Facilities and grounds as noted above.

#### ARTICLE VIII – PROPERTY

1. At the time of this Agreement, Wolfrunners does not own the Ball Fields, Shelter Facilities, grounds, and Equipment or any improvements there to, including, without limitation, any materials, buildings, fences, backstops or other fixtures, improvements or real estate located in

Marble Park. All ownership rights to such items belong to the Village of Winneconne. In the event this ownership changes, any property listed and approved by the Village of Winneconne Parks Board will remain in the ownership of the Wolfrunners until the termination or expiration of this Agreement. At the termination or expiration of this Agreement Wolfrunners shall have ninety (90) days to notify the Village of its intent to remove all Wolfrunners owned property. Wolfrunners shall have one (1) year following the expiration or termination of this Agreement to remove its property, as provided for in section XVI.2. Any Wolfrunners property not removed shall become the property of the Village.

2. Any improvements to or expansion of the Ball Fields, the Shelter Facilities, the Grounds, or the Equipment or any other related facilities performed by the Wolfrunners shall become the property of the Village after installation or construction is complete and the Village Board has accepted such improvement. After acceptance by the Village Board, any such improvements will be maintained by the Village.
3. Trail marking and maintenance during use, prescribed above, and shall be restricted to the improved existing park and or grounds trails. The Village reserves the right to nullify this agreement if it is deemed that the use of snowmobile traffic does not follow the marked and signed trail. This applies to all users regardless of a member or nonmember of the Wolfrunners. It is understood that the Wolfrunners are representing the users of the snowmobile trails and therefore, abide by all rules and regulations established by them and the laws of the county of Winnebago and the State of Wisconsin.

#### ARTICLE IX – IMPROVEMENTS

1. Grounds or Shelter Facilities improvements, proposed by the Wolfrunners for installation or modification after the date of this Agreement, must be requested and approved by the Village Board. No improvements will be installed or provided by the Wolfrunners without the written permission of the Village Park Board or the Director of Public Works, after approval by the Village Park Board. This permission will be granted provided it can be shown the improvement will provide a benefit to the community and the Wolfrunners participants and will not detract from the appearance and function of the park.
2. Wolfrunners shall obtain any and all local, state or federal permits associated with Grounds and Facility improvements prior to installation.
3. Any Grounds or Facility improvements made by the Wolfrunners, either voluntary or monetary, will become property of the Village as set forth above unless otherwise agreed upon prior, in writing, by the Village Park Board. Should an improvement be made without the permission of the Village, the Village has the right to direct Wolfrunners to remove the improvement within thirty (30) days at the Wolfrunners cost. If the improvement is not removed within 30 days, the Village may remove the improvement and bill Wolfrunners for all related costs and will be entitled to full payment for those removal costs.

#### ARTICLE X – MAINTANANCE

1. Maintenance by Wolfrunners during use of Grounds or Facilities:
  - a. Shall maintain all trails and signage in such a manner as to keep the trails and grounds in its original condition. This maintenance shall include but not be limited to, weeding,

grass removal, raking, grading, removal of rocks, installation and maintenance of advertising, installation and maintenance of signage, and replacement of unsuitable dirt.

- b. Shall have the right to hire a Village employee, outside of normal work hours, at their current rate, for trail and facility maintenance, during the prescribed times listed above, and use of all Village equipment related to trail, grounds, and facility maintenance.
  - c. Shall maintain and manage the Shelter Facilities to include regular cleaning during use.
  - d. Shall provide litter control to the Grounds and facility area daily or as needed, during the prescribed use times and dates, and shall keep the areas free of litter.
  - e. Shall provide a clean and organized storage area subject to inspections and maintenance with adequate room for emergency services.
2. Maintenance by the Village:
    - a. All maintenance provided for Arthur Marble Park is in accordance with the Village Standard Operating Procedures (SOP).
  3. Maintenance by Wolfrunners to a higher standard than identified in Article X(2) is allowed, provided that Wolfrunners assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or Village laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

#### ARTICLE XI – RESPONSIBILITY FOR COSTS

1. The Village will assume the costs for services noted in Article X(2); the costs of repairing or replacing facilities owned by the Village, unless damaged by Wolfrunners; and the costs of improvements determined to solely meet the general community's interests.
2. The Village and Wolfrunners will share in the costs of improvements that are determined to have benefit between Wolfrunners participants and the general community. The installation of such improvements and the amount of the shared cost will be negotiated, based on the benefit.
3. Wolfrunners agrees to give an annual donation to the Village of Winneconne Parks of \$500.00. This can be used by the Village for improvements to the Grounds or Shelter Facilities only, unless improvements and or cost sharing is approved prior to April 1<sup>st</sup> of that year.

#### ARTICLE XII – PARKING AND TRAFFIC CONTROL

1. During Grounds and Facility use, Wolfrunners will assign as many members of the organization as necessary to manage and control parking to pavement areas only, and to keep fire lanes and access for emergency vehicles clear.

#### ARTICLE XIII – RULES, LAWS, AND ORDANANCES

1. Wolfrunners agrees to abide by and uphold the policies and ordinances of the Village of Winneconne and the laws and regulations of the State of Wisconsin, including those which regulate the operation of food and beverage serving facilities.

#### ARTICLE XIV – RIGHT TO ENTER



1. The Village shall have the right to enter the Shelter Facilities during Wolfrunners use for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

#### ARTICLE XV – TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of ninety (90) day's written notice of the Party's intent to terminate.
2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the Village or Wolfrunners, shall be returned to said Party.
3. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement after written notice of such breach and failure to cure within 30 days of such notice.

#### ARTICLE XVI – SCHEDULED MEETINGS

1. Prior to April 1 of each year, the Wolfrunners President shall meet with the Village Administrator for the purpose of reviewing and planning; identification of Wolfrunners numbers of participants and scheduled dates of events; maintenance needs; planned improvements; concerns and policies and practices to be followed.

#### ARTICLE XVII – LIABILITY

1. Wolfrunners shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all Wolfrunners uses of Marble Park, including, without limitation, the Ball Fields, Shelter Facilities, Equipment, Grounds, and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The Village shall be named additional insured for said policy or policies, and a certificate of insurance so naming the Village, along with a copy of the policy binder, shall be provided to the Village within fifteen (15) days of the effective date of the policy.
2. The Village shall be provided with at least 30 days' prior notice in the event of cancelation of Wolfrunners liability insurance coverage. Upon cancellation or termination of such insurance for any reason, Wolfrunners use of Marble Park shall immediately cease until such insurance is reinstated and proof is shown to the Village Administrator of the same.
3. Each time this Agreement is extended or renewed, the Village reserves the right to review and adjust the minimum amount of insurance coverage required of the Wolfrunners.

#### ARTICLE XVIII – INTERPRETATION

1. This Agreement has been and shall be constructed as having been made and delivered in the State of Wisconsin, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Wisconsin. Venue for any legal action pursuant to this Agreement shall be in the circuit courts of Winnebago County.
2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney's fees.

ARTICLE XIX – AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent of the Parties shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XX – ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein.

ARTICLE XXI – RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXII—NOTICE

1. Any notice required by this Agreement shall be considered made when delivered in writing to the following via personal delivery, certified mail, email (if any email address is provided below or facsimile (if a facsimile number is provided below):

The Village: Village of Winneconne  
c/o Village Administrator  
30 S. First St.  
Winneconne, WI  
[administrator@winneconnewi.gov](mailto:administrator@winneconnewi.gov)

Wolfrunners Winneconne Wolfrunners Snowmobile Club.  
c/o

IN WITNESS THEREOF, the Village of Winneconne and the Wolfrunners have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Village of Winneconne

Wolfrunners Snowmobile Club

By: \_\_\_\_\_

By: \_\_\_\_\_

John Rogers Village President

President of the Board

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Jacquín Stelzner, Village Clerk

Vice President of the Board





# VILLAGE OF WINNECONNE

*The Community of Opportunity*

30 South First Street • P.O. Box 488 • Winneconne, Wisconsin 54986-0488 • 920-582-4381

[www.winneconnewi.gov](http://www.winneconnewi.gov)

## **PARK USE AGREEMENT BETWEEN THE VILLAGE OF WINNECONNE AND WINNECONNE ATHLETIC ASSOCIATION.**

An agreement between the Village of Winneconne, WI and the Winneconne Athletic Association. (WAA) a non-profit organization, for the use of an area of land in Arthur Marble Park, and its facilities so that the WAA can carry out its Thursday night softball program for the community.

### **ARTICLE I – BACKGROUND**

1. The Village of Winneconne (The Village) owns Arthur Marble Park (Marble Park), a park approximately 43.5 parcel located on the west side edge of the Village. Marble Park is home to a four-acre swimming pond, four (4) baseball/softball fields (the “Ball Fields”), basketball courts, archery range and toddler/youth playground equipment. Two shelters are available to rent for private use (the “Shelter Facilities”), with the Large Shelter having access to the concession stand. The channel through Marble Park is a favorite fishing location and is bounded on two sides by an improved walking path, which is handicap accessible and has handicap fishing spots.
3. The Village has had a long standing informal agreement with the WAA to provide the use of the Ball Field number two (2) and the Large Shelter Facility to include a portion of the locked storage area at Marble Park for their Thursday night softball program and the Sovereign State men’s tournament. Based on this informal agreement, WAA has donated a monetary amount to the original large shelter construction costs, and has been involved with field leveling, and turf improvements. The general public has enjoyed use of the Ball Fields when they have not been in use for the WAA program.
4. The Village and the WAA have now determined that it is in their mutual best interest to formalize their relationship in regard to the use and maintenance of Marble Park through the preparation and execution of a written agreement.

### **ARTICLE II – PURPOSE OF AGREEMENT**

The purpose of this agreement is to:

1. Provide the terms and conditions under which the WAA can continue to use the Ball Fields and Shelter Facility for practice, league activities and tournament play.
2. Define operational and maintenance responsibilities.
3. Identify responsibility for costs.
4. Identify a process to provide for improvements and upgrades.

### **ARTICLE III – DURATION OF AGREEMENT**

1. This Agreement shall extend for a term of three (3) years from the date the Agreement is executed by the Parties and shall allow for renewal of this Agreement after said date with approval of both Parties.

2. Prior to the expiration of this Agreement, WAA may apply to the Village for a renewal or extension. The renewal or extension will be granted only upon the written consent of the Parties, which extension agreement must be executed prior to the expiration of the previous period.
3. The Agreement shall be considered null and void if the Agreement is not renewed after the life of the Agreement.

#### ARTICLE IV – EFFECTIVE DATE OF AGREEMENT

1. This Agreement shall become effective on the date first appearing below.

#### ARTICLE V – PERMITTED USES

WAA use of Ball Fields is allowed under the following conditions:

1. The Ball Field number two (2) and the Large Shelter Facility to include the locked back storage area, shall be used and occupied by the WAA only for the purpose of permitted Adult Men's softball activities. WAA shall not use or permit the Ball Fields or large Shelter Facilities to be used for any other purpose without prior written approval of the Village of Winneconne Administrator. WAA is authorized to establish and collect reasonable fees and or donations from tournament teams to offset their operating costs.
2. Prior to April of each year, WAA will provide the number of teams and participants in its organization, along with the planned schedule of play, to the Village of Winneconne Director of Public Works. The Village of Winneconne Director of Public Works retains the right to make adjustments in field use based upon those numbers, in order to facilitate Ball Field maintenance and repairs.

#### ARTICLE VI – PERIOD OF USE

1. Use of the Ball Fields is limited to the scheduled Spring and early Summer tournament times described or established above. All use must be concluded by September 1st and any WAA use beyond that date must be requested and approved in writing by the Village of Winneconne Park Board. Approval of such request will not be unreasonably withheld. WAA shall not be responsible for maintenance and repair of the Ball Fields following the conclusion of the Period of Use.

#### ARTICLE VII – USE BY OTHERS

1. The Village of Winneconne retains the right to allow and approve Ball Fields, Shelter Facilities and Equipment use by others during the times when WAA is not scheduled to use the Ball Fields or Shelter Facilities as noted above.

#### ARTICLE VIII – PROPERTY

1. At the time of this Agreement, WAA does not own the Ball Fields, Shelter Facilities, Equipment or any improvements there to, including, without limitation, any materials, buildings, fences, backstops or other fixtures, improvements or real estate located in Marble Park. All ownership rights to such items belong to the Village of Winneconne. In the event this ownership changes, any property listed and approved by the Village of Winneconne Parks Board will remain in the ownership of the WAA until the termination or expiration of this Agreement. At the termination or expiration of this Agreement WAA shall have ninety (90) days to notify the Village of its

intent to remove all WAA owned property. WAA shall have one (1) year following the expiration or termination of this Agreement to remove its property, as provided for in section XVI.2. Any WAA property not removed shall become the property of the Village.

2. Any improvements to or expansion of the Ball Fields, the Shelter Facilities or the Equipment or any other related facilities performed by the WAA shall become the property of the Village after installation or construction is complete and the Village Board has accepted such improvement. After acceptance by the Village Board, any such improvements will be maintained by the Village.

#### ARTICLE IX – IMPROVEMENTS

1. Ball Field improvements, proposed by the WAA for installation or modification after the date of this Agreement, must be requested and approved by the Village Board. No improvements will be installed or provided by the WAA without the written permission of the Village Park Board or the Director of Public Works, after approval by the Village Board. This permission will be granted provided it can be shown the improvement will provide a benefit to the community and the WAA participants or spectators and will not detract from the appearance and function of the park.
2. WAA shall obtain any and all local, state or federal permits associated with Ball Field improvements prior to installation.
3. Any Ball Field improvements made by the WAA, either voluntary or monetary, will become property of the Village as set forth above unless otherwise agreed upon prior, in writing, by the Village Park Board. Should an improvement be made without the permission of the Village, the Village has the right to direct WAA to remove the improvement within thirty (30) days at the WAA cost. If the improvement is not removed within 30 days, the Village may remove the improvement and bill WAA for all related costs and will be entitled to full payment for those removal costs.

#### ARTICLE X – MAINTANANCE

1. Maintenance by WAA during use of Ball Fields:
  - a. Shall maintain all dirt cut out surfaces in such a manner as to keep the Ball Fields in a safe, playable condition and or return to original condition. This maintenance shall include but not be limited to, weeding, grass removal, raking, grading, removal of rocks, placement of chalk lines, installation and maintenance of nets, installation and maintenance of advertising, control of mud, and replacement of unsuitable dirt.
  - b. Shall have the right to hire a Village employee, outside of normal work hours, at their current rate, for Ball Field maintenance, during the prescribed times listed above, and use of all Village equipment related to Ball Field maintenance.
  - c. Shall maintain and manage the Large Shelter Facility (back storage area) to include regular cleaning during use.
  - d. Shall provide litter control to the Ball Field area daily or as needed, during the prescribed use times and dates, and shall keep the areas free of litter.
2. Maintenance by the Village:

- a. All maintenance provided for Arthur Marble Park is in accordance with the Village Standard Operating Procedures (SOP).
  - b. The Village will supply the Field liner and filed rakes and shovels for WAA maintenance.
3. Maintenance by WAA to a higher standard than identified in Article X(2) is allowed, provided that WAA assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or Village laws and policies with regard to pesticide/herbicide use, chemical applications, and energy and water consumption.

#### ARTICLE XI – RESPONSIBILITY FOR COSTS

1. The Village will assume the costs for services noted in Article X(2); the costs of repairing or replacing facilities owned by the Village, unless damaged by WAA; and the costs of improvements determined to solely meet the general community's interests.
2. The Village and WAA will share in the costs of improvements that are determined to have benefit between WAA participants and the general community. The installation of such improvements and the amount of the shared cost will be negotiated, based on the benefit.
3. WAA agrees to give an annual donation to the Village of Winneconne Parks of \$800.00. This can be used by the Village for improvements to the Ball Fields or Shelter Facilities only, unless improvements and or cost sharing is approved prior to April 1<sup>st</sup> of that year.

#### ARTICLE XII – PARKING AND TRAFFIC CONTROL

1. During Ball Field use, WAA will assign as many members of the organization as necessary to manage and control parking to pavement areas only, and to keep fire lanes and access for emergency vehicles clear.

#### ARTICLE XIII – RULES, LAWS, AND ORDANANCES

1. WAA agrees to abide by and uphold the policies and ordinances of the Village of Winneconne and the laws and regulations of the State of Wisconsin, including those which regulate the operation of food and beverage serving facilities.

#### ARTICLE XIV – RIGHT TO ENTER

1. The Village shall have the right to enter the Ball Fields or Shelter Facilities during WYDC use for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

#### ARTICLE XV – TERMINATION

1. This Agreement may be terminated by either of the Parties following the giving of ninety (90) day's written notice of the Party's intent to terminate.
2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the Village or WAA, shall be returned to said Party.

3. Failure to fulfill the terms, conditions, and obligations of this Agreement by either Party may be determined to constitute a breach of the Agreement, giving rise to termination of the Agreement after written notice of such breach and failure to cure within 30 days of such notice.

#### ARTICLE XVI – SCHEDULED MEETINGS

1. By April 1 of each year, the WAA President shall meet with the Village Administrator for the purpose of reviewing and planning; identification of WAA numbers of participants and scheduled dates of play; maintenance needs; planned improvements; concerns and policies and practices to be followed.

#### ARTICLE XVII – LIABILITY

1. WAA shall secure and maintain commercial general liability insurance for the entire term of this agreement to cover all WAA uses of Marble Park, including, without limitation, the Ball Fields, Shelter Facilities, Equipment and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The Village shall be named additional insured for said policy or policies, and a certificate of insurance so naming the Village, along with a copy of the policy binder, shall be provided to the Village within fifteen (15) days of the effective date of the policy.
2. The Village shall be provided with at least 30 days' prior notice in the event of cancellation of WAA's liability insurance coverage. Upon cancellation or termination of such insurance for any reason, WAA's use of Marble Park shall immediately cease until such insurance is reinstated and proof is shown to the Village Administrator of the same.
3. Each time this Agreement is extended or renewed, the Village reserves the right to review and adjust the minimum amount of insurance coverage required of the WAA.

#### ARTICLE XVIII – INTERPRETATION

1. This Agreement has been and shall be constructed as having been made and delivered in the State of Wisconsin, and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Wisconsin. Venue for any legal action pursuant to this Agreement shall be in the circuit courts of Winnebago County.
2. In the event that a dispute requires interpretation or enforcement of this Agreement, the prevailing party shall be entitled to receive payment for attorney's fees.

#### ARTICLE XIX – AMENDMENTS/MODIFICATION

1. The provisions of this Agreement may be amended only upon the mutual consent of the Parties shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

#### ARTICLE XX – ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein.

#### ARTICLE XXI – RATIFICATION

1. Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XXII—NOTICE

1. Any notice required by this Agreement shall be considered made when delivered in writing to the following via personal delivery, certified mail, email (if any email address is provided below or facsimile (if a facsimile number is provided below):

The Village: Village of Winneconne  
c/o Village Administrator  
30 S. First St.  
Winneconne, WI  
[administrator@winneconnewi.gov](mailto:administrator@winneconnewi.gov)

WAA Winneconne Athletic Association.  
c/o

IN WITNESS THEREOF, the Village of Winneconne and the WAA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Village of Winneconne

Winneconne Athletic Association.

By: \_\_\_\_\_

By: \_\_\_\_\_

John Rogers Village President

President of the Board

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Jacquie Stelzner, Village Clerk

Vice President of the Board

# WINNECONNE PARKS FACILITIES USE PERMIT

Type of Event: 8<sup>th</sup> Grade End of Year Party  
Person in Charge/Contact Person: Robbi Brethouwer  
Address: PO Box 337, Winneconne, WI 54986  
Daytime Phone: 740-2878 Alternate Phone: 582-5800 ext. 2151  
Reservation Date: 6/1/16 Day of Week: Wed,  
Est. Attendance: 140-150 Est. Arrival Time: 9:00 AM

## Lake Winneconne

☐ Small Shelter

☐ Large Shelter

☐ Barn

☐ Gazebo

## Waterfront Park

☐ Pavillion

## Marble Park

☐ Small Shelter

☒ Large Shelter

Beach also Pool

## RESPONSIBILITIES OF THE PERSON IN CHARGE/CONTACT PERSON:

- A. The individual designated as the Person in Charge in this Use Permit must be at least 18 years or older in order to reserve a facility. Throughout the event, the Person in Charge is held responsible for the preservation of order, noise control, shelter clean-up and any damage that has occurred.
- B. Keys are required to access the shelters. **Key pick-up required.** Keys must be picked up at the Village Office prior to the Event by the person in charge/contact person listed above. **Access to the shelter is allowed on the Reservation Date only.** Please see Item 2 on the Terms of Reservation sheet.
- C. Use of the Village Park shelters is subject to municipal ordinances and can be terminated at the discretion of the Village Police Department if any term of the Use Permit is violated or when public safety is threatened.
- D. The Village Parks Use Permit is recognized as proof of reservation. While occupying the shelter, the Person in Charge is to have this Use Permit in their possession.
- E. I acknowledge that I have received and read the Terms of Reservation.

\_\_\_\_\_  
Signature

## OFFICE USE ONLY

Today's Date \_\_\_\_\_

Received by: \_\_\_\_\_

FEE \$ \_\_\_\_\_

☐ Cash ☐ Check# \_\_\_\_\_

waive rental fee - but pay for lifeguard's